



Suite 845  
5501 LBJ Freeway  
Dallas, Texas 75240

November 20, 1996

Mr. Gary A. Juhl  
Director-Competitive Assurance  
Southwestern Bell Telephone Company  
One Bell Center, Room 34-4-1  
St. Louis, MO 63101

RE: Interconnection Negotiations between AT&T and SWBT

Gary:

Paragraph 96 of the Texas PUC's November 7, 1996, Arbitration Award states in part that SWBT will provide a list of all known and necessary licenses or right-to-use agreements applicable to subject Network Elements, within seven days of a request by an LSP.

Although AT&T opposed the adoption of the paragraph in which this language appears, the Parties are required to comply with the Texas PUC's ruling. By making this request, AT&T is not waiving its right to challenge this provision of the Texas Arbitration Award nor should this request be construed to suggest AT&T's concurrence that such a provision is consistent with Section 251 of the Federal Telecommunications Act of 1996. AT&T hereby requests such a list, covering all Network Elements, for SWBT's service areas in the State of Texas.

The list should be sent to me at 5501 LBJ Freeway, Suite 845, Dallas, TX 75240. We look forward to receiving your response.

Sincerely,

  
Nancy M. Dalton  
AT&T SW Region Business Planning VP

## **ATTACHMENT 2**



"The One to Call On"

December 5, 1996

David Young  
Director  
Regional Sales

Ms. Nancy Dalton  
AT&T SW Region Business Planning VP  
Suite 845  
5501 LBJ Freeway  
Dallas, TX 75240

Dear Nancy:

In response to your letter, dated November 20, 1996, SWB has compiled a list of all known and necessary licenses and/or right-to-use agreements applicable to network elements within SWB. As a LSP, AT&T should use the attached list to obtain any license or right-to-use agreement associated with those network elements purchased from SWB. The contract numbers on the attached list, may be used to assist the supplier in identifying the associated network element.

Questions regarding this list should be referred to Robert Bannecker, on 314-331-1448.

Sincerely,

A handwritten signature, likely of Robert Bannecker, consisting of a large, stylized 'R' followed by a cursive flourish.

Attachment

CC: Gary Juhl  
Bob Bannecker  
Rich Fowler  
Dale Hartung  
Sharon Kadavi

Regional Sales

3-E-21  
1010 Pine  
St. Louis, Missouri 63101

Phone 314 331-3814  
Fax 314 331-9402

**CONTRACTS FOR  
NETWORK ELEMENTS  
WITH SOFTWARE LICENSES OR RIGHT-TO-USE PROVISIONS  
UNBUNDLING OF NETWORK**

1	APERTUS TECHNOLOGIES, INC.	CSL0125	SUPPORT
2	APPLIED DIGITAL ACCESS	962804	T3AS TEST & PERFORMANCE MONITORING SYSTEM
3	APPLIED INNOVATION	962792	ALARM MONITORING COLLECTION EQUIPMENT
4	BEECHWOOD DATA SYSTEMS	961871	SOFTWARE CONTRACT FOR REMAC/MM INTERFACES WITH MARCH
5	BELLCORE	POST SALE	COSMOS/SWITCH, FACS, FEPS, FLEXCOM, LFACS, LSD&F, MARCH, NMA, NSDB, OPS/INE, PICS/DCPR, PREMIS, SEAS, SOAC, TIRKS, TNDSE/eq, WFAC/DO/DI, WWC
6	CISCO SYSTEMS INC.	C5084C0	Routers
7	COMMTECH CORP	960827	MACSTAR OSS/NCR3430 PLATFORM
8	DATA CAP	962861	APRIL OSS SUPPORT/NCR 3455 PLATFORM
9	DSC	C468C0	Signalling/call related databases
10	DSET CORPORATION	CSL0403	SUPPORT
11	DYNASTY TECHNOLOGIES, INC.	950487	SUPPORT
12	ELECTRONIC DATA SYSTEMS	CSL0363	OPERATIONS SUPPORT SYSTEM
13	ERICSSON	C1280F1	Local/tandem switches, including software
14	ERICSSON	C4046F0	Local/tandem switches, including software
15	ERICSSON	C5547C0	Local/tandem switches, including software
16	FUJITSU	95020500	Network interface devices; local and tandem switching; interoffice transmission facilities; signalling and call-related database facilities
17	GENERAL DATACOMM	C1095F1	Modems
18	HEKIMIAN LAB	962809	REACT OSS/RTS5A TESTHEAD/DIG TEST ACCESS/TEST SYSTEMS
19	HEWLETT PACKARD	96028200	MID-RANGE COMPUTERS
20	HEWLETT PACKARD	965346	ACCESS7 DATA COLLECTION MONITORING SYSTEM
21	IBM	96010700	Network interface elements
22	LOOP EXPERT TECHNOLOGIES, INC.	965059	PREDICTOR OSS/HP PLATFORM
23	LUCENT	C4114F0	Network interface devices; local and tandem switching; interoffice transmission facilities; signalling and call-related database facilities
24	LUCENT	C0099S3	Local/tandem switches, including software
25	LUCENT	960531	PREDICTOR GENERIC 11
26	LUCENT	962801	OSS SOFTWARE MAINTENANCE SUPPORT
27	LUCENT	962872	TRAFFIC DATA MANAGEMENT SYSTEM (TDMS) OSS
28	LUCENT	963096	MLT MIGRATION OSS
29	LUCENT	963159	PREDICOTR GENERIC 2
30	LUCENT	963160	PREDICTOR GENERIC 3
31	LUCENT	963161	PREDICTOR GENERIC G4-5
32	LUCENT	963173	PREDICTOR GENERIC 6
33	LUCENT	963189	PREDICTOR GENERIC G9

**CONTRACTS FOR  
NETWORK ELEMENTS  
WITH SOFTWARE LICENSES OR RIGHT-TO-USE PROVISIONS  
UNBUNDLING OF NETWORK**

34	LUCENT	963207	LMOS SEA TAPES
35	LUCENT	963213	MLT GENERIC 7
36	LUCENT	963217	MTS ERICSSON SWITCH
37	LUCENT	963221	MTS 2B SWITCH
38	LUCENT	963224	MLT SEA 3002
39	LUCENT	963227	MLT SEA FOR TDIL/POTS
40	LUCENT	963231	MTS 1/1A, 5E & 2B SWITCH
41	LUCENT	963235	LMOS SEA GENRIC 6 A,B,C
42	LUCENT	963240	LMOS SEA HOST GENERIC 5
43	LUCENT	963250	LMOS HCFE
44	LUCENT	963253	MLT SEA GENERIC 6
45	LUCENT	963258	LMOS HCFE
46	LUCENT	C9746COM	MLT Sea tapes
47	LUCENT	960778	Local/tandem switches, including software
48	LUCENT	C5283C0	Functionality sold (AIN risk share)
49	LUCENT	C0089N2	Local loops, local/tandem switches, functionality sold to end user
50	LUCENT	C5712C0	Network interface devices; local and tandem switching; interoffice transmission facilities; signalling and call-related database facilities
51	NCR CORPORATION	G0009FO	OSS
52	NEC AMERICA	963381	DSI video
53	NEWBRIDGE	C4868F1	Network interface devices; local and tandem switching; interoffice transmission facilities; signalling and call-related database facilities
54	NORTEL	960416	Local tandem switches, including software
55	NORTEL	963807	Local tandem switches, including software
56	NORTEL	960434	Local tandem switches, including software
57	NORTEL	C4925C0	Local tandem switches, including software; operator services
58	NORTEL	961388	Operator services & directory assistance
59	NORTEL	968688	Operator services, director assistance
60	NORTEL	950789	Local/tandem switch
61	NORTEL	950808	Local/tandem switch
62	NORTEL	C4113F0	Local/tandem switch
63	NORTEL	C5280C0	Functionality sold (AIN risk share)
64	NORTEL	C2570F0	Operator services
65	NORTHERN TELECOM	CSL0348	OPERATIONS SUPPORT SYSTEM
66	NYNEX	CSL0441	Network interface elements
67	ORACLE	CSL0166	ORACLE DATABASES

**CONTRACTS FOR  
NETWORK ELEMENTS  
WITH SOFTWARE LICENSES OR RIGHT-TO-USE PROVISIONS  
UNBUNDLING OF NETWORK**

68	SECURICOR TELESCIENCES	961173	AMADNS BILING SYSTEM/DATA SERVERS & COLLECTORS
69	STRATUS COMPUTER	CGA0427	NMA SYSTEM SOFTWARE & HARDWARE
70	SUN MICROSYSTEMS	960647	MID-RANGE COMPUTERS
71	TANDEM COMPUTERS	C5774F0	FUNCTIONALITY SOLD DIRECTLY TO END USERS
72	TELECOM SOLUTIONS	C1715F1	IDST Secured 7
73	TELLABS	C1901F0	Digital Cross Connect System
74	TRONCOM	961835	NCTE equipment
75	UNISYS CORP	CGA0107	HARDWARE & OPERATING SYSTEM & TOOLS SOFTWARE
76	WESTELL	C1706F0	NCTE equipment
77	WILTRON	C1999F0	SMALL OFFICE TEST SYSTEMS
78	WORLD WIDE TECH	C2703F0	Hubs equipment

## **ATTACHMENT 3**

04/30/97 09:50

NO. 345 P002/003



5501 LBJ Freeway  
Suite 1045  
Dallas, TX 75240

December 20, 1996

Mr. Gary A. Juhl  
Director-Competitive Assurance  
Southwestern Bell Telephone Company  
One Bell Center, Room 34-4-1  
St. Louis, MO 63101

RE: Interconnection Agreement Between AT&T and SWBT; Licenses for Right-to-Use Agreement; Unbundled Network Elements

Dear Gary:

My overnighted letter of November 20, 1996, to you, requested that Southwestern Bell provide AT&T with a list of all known and necessary licenses or right-to-use agreements applicable to unbundled network elements. Our letter requested this information within seven days, as required by paragraph 96 of the Texas Public Utility Commission's Arbitration Award and the Interconnection Agreement between our companies. Southwestern Bell's response, however, in the form of Mr. David Young's letter and its attachment of December 5, 1996, was not provided within the required seven day period. Without regard to whether or not SWBT's failure to timely respond constitutes waiver, AT&T requests additional information regarding the contracts identified.

The attachment to Mr. Young's December 5 letter lists 78 separate contracts, involving 38 vendors. The Texas PUC's Arbitration Award requires Southwestern Bell to provide a list of "all known and necessary licenses or right-to-use agreements applicable to the subject network element(s)." We request that Southwestern Bell (1) advise us if it is aware that any of the listed contracts contain provisions which would require AT&T to produce a separate license from the vendor for the use of unbundled network elements as contemplated by our proposed interconnection agreement; (2) if so, specify each and every such contract; and (3) provide AT&T with copies of the relevant provisions in all such contracts which prohibit such use in the absence of a



separate license. If any of these provisions are proprietary, AT&T will maintain their confidentiality under the April 1, 1996, Confidentiality Agreement between our two companies.

We would appreciate the information requested by January 8, 1997.

/S/

Nancy M. Dalton  
AT&T SW Region Business Planning VP

## **ATTACHMENT 4**

**MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

WHEREAS, AT&T Communications of the Southwest, Inc. ("AT&T") and its affiliated companies, and Southwestern Bell Telephone Company ("SWBT") and its affiliated companies (collectively, the "Parties") desire to enter into an Agreement in connection with AT&T's request for negotiation of interconnection arrangements, services and network elements under Sections 251 and 252 of the Telecommunications Act of 1996 (the "negotiations") and proceedings initiated pursuant to the provisions of Section 251(a), (b) or (c) or Section 271 of the Telecommunications Act of 1996, including judicial proceedings arising therefrom (the "resultant proceedings"); and

WHEREAS, the Parties' negotiations or, as necessary, the resultant proceedings, if any, will necessarily include the disclosure of trade secrets and other highly confidential and/or proprietary information and data by the Parties;

NOW, THEREFORE, in consideration of mutual promises exchanged and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following terms governing the confidentiality of certain information one party ("Owner") may disclose to the other party ("Recipient"). As used in this Agreement, the term "Recipient" includes any of the Recipient's employees or agents;

1. **DEFINITIONS.** For purposes of this Confidentiality and Nondisclosure Agreement ("Agreement"), "Confidential Information" means all information of Owner or another party whose information Owner has in its possession under obligations of confidentiality, in whatever form transmitted, relating to business plans or operations, network design, systems and procedures and/or the sale, purchase and use of services, which is disclosed by Owner or its affiliates to Recipient or its affiliates indicating its confidential or proprietary nature and marked confidential or proprietary. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party. The information, if in tangible form, shall be marked prominently with a legend identifying it as confidential. If the information is oral, then it shall be presumed by the Recipient to be confidential.

Nothing in this Agreement is intended to prevent either Party from disclosing the existence and general progress of the negotiations or from advising an official of any state or federal agency or court with jurisdiction in the context of a resultant proceeding of the status of the negotiations, or from responding to an inquiry from such official concerning the same; but is intended to prevent the Parties from disclosing the substance of the negotiations, such as specific proposals and counterproposals, except as may otherwise be expressly provided herein. Furthermore, this Agreement is not intended to impair the ability of either Party to

exercise its right to petition for, or to respond to, mediation and/or compulsory arbitration requests or to exercise its rights in any resultant proceedings to disclose information concerning the unresolved issues, the position of each of the Parties with respect to those issues, and any other issue discussed and resolved by the Parties, with a reasonable degree of specificity; provided however, that in doing so, the Parties agree not to disclose Confidential Information (for purposes of this proviso, the positions taken are not Confidential Information).

Notwithstanding the foregoing, Confidential Information shall not include any information of Owner that (a) was in the public domain at the time of the disclosing party's communication thereof to the receiving party; (b) entered the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication thereof to the receiving party; (c) was in the receiving party's possession free of any obligation of confidence at the time of disclosure by the other party; or (d) was disclosed to the receiving party by a nonparty source, free of any obligation of confidence, after disclosure by the other party; or (e) was developed by employees or agents of the receiving party independently of and without reference to any of the Confidential Information that the disclosing party has provided to the receiving party. This Agreement shall not preclude either Party from exercising its rights to seek mediation or arbitration or participate in resultant proceedings in accordance with the Act with respect to these negotiations; however, in the event of such mediation or arbitration, or resultant proceedings, the Parties agree to seek confidential treatment of information disclosed in those processes. This Agreement shall not, however, preclude either Party from disclosing non-confidential information associated with the negotiations or resultant proceedings. In the event the Parties reach an interconnection agreement which is approved by the applicable State regulatory commission the Parties agree to file that approved agreement as a public record in accordance with the Act.

2. **OWNERSHIP.** All Confidential Information in whatever form (including, without limitation, information in computer software or held in electronic storage media) shall be and remain property of Owner. All such Confidential Information shall be destroyed or returned to Owner promptly upon written request at the conclusion of resultant proceedings and shall not be retained in any form by Recipient.

3. **NONDISCLOSURE.** Recipient shall not disclose any Confidential Information to any person or entity except employees or affiliates or representatives of Recipient who have a need to know. The Parties agree to utilize any Confidential Information solely for purposes of preparation for and conduct of the negotiations and resultant proceedings, if any. Furthermore, by allowing any such access the Recipient agrees to be and remain jointly and severally liable for any disclosure by any such representative which is not in accordance with this Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient uses for its own confidential information of like importance and, at a minimum, shall

exercise reasonable care. The Parties agree that this Agreement does not prohibit the disclosure of Confidential Information where applicable law requires, including but not limited to, in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. The Confidential Information produced pursuant to this Agreement shall also be subject to the terms of any Protective Order issued by any authorized official of any state or federal agency or court with jurisdiction. In any resultant proceedings, the Parties agree to enter an Agreed Protective Order providing for the confidentiality of the Confidential Information in the form of this Agreement. The Parties are permitted to file the designated material, or any portion thereof, in any of the resultant proceedings, provided that the designated materials are filed under seal or pursuant to the terms of the Agreed Protective Order discussed above. In the event the Recipient receives an agency or court subpoena or order requiring such disclosure of Confidential Information, Recipient shall immediately, and in no event later than five days after receipt, notify Owner in writing. All rights and obligations under this Agreement shall survive the expiration or termination of any contract or other agreement between owner and Recipient. The obligations of the parties under this Agreement shall continue and survive the completion of the aforesaid discussions, including abandonment thereof, and shall remain binding for a period of two (2) years from the date of execution of this Agreement, or the conclusion of resultant proceedings, if any, whichever is later.

4. **REMEDIES.** The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, Owner may seek any and all relief available in law or equity as a remedy for such breach, including but not limited to, monetary damages, specific performance and injunctive relief. In the event of any breach of this Agreement for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing party.

5. **PRESERVATION OF RIGHTS; NO WAIVERS.** Both Parties reserve the right to contest the designation of any particular document or any data as containing Proprietary or trade secret information in the resultant proceedings, if any. Neither Party shall be deemed to have waived any objections to the relevancy, materiality, or admissibility of the Confidential Information furnished under this Agreement to the negotiations or any resultant proceeding. In addition, by discussing any matter or disclosing any information in the negotiations, neither Party intends to waive or be estopped from asserting any position as to any issue in any pending or future regulatory or court proceeding.

6. **INADVERTENT FAILURE TO MARK OR DESIGNATE.** If the provider of the designated material inadvertently fails to mark as confidential information for which it desires Confidential Information treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the provider of the designated material and the provider of the designated material shall substitute properly marked information. In addition, if the provider of the designated material, at the time of

disclosure, inadvertently fails to identify as confidential information for which it desires confidential treatment, it shall so inform the Recipient, provided that the provider of the designated material shall summarize the information in writing within ten (10) days thereafter. The Recipient's obligations under this Agreement in connection with Confidential Information shall commence upon notice from the provider of the designated material of the failure to properly mark or identify the information.

7. **DISCLAIMER.** This Agreement and the disclosure and receipt of Confidential Information do not create or imply (i) any agreement with respect to the sale, purchase or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright or other intellectual property.

8. **COMPLETE AGREEMENT.** This Agreement (i) is the complete agreement of the Parties concerning this subject matter and supersedes any prior such agreements; (ii) may not be amended except in writing signed by the Parties; and (iii) is executed by authorized representatives of each party.

9. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Texas.

10. **SUCCESSORS AND ASSIGNS.** This Agreement shall benefit and be binding on the Parties below and their successors and assigns.

**AT&T COMMUNICATIONS  
OF THE SOUTHWEST, INC.**

By: Nancy M. Dalton

Print Name: Nancy M. Dalton

Date: 4/1/96

**SOUTHWESTERN BELL TELEPHONE  
COMPANY**

By: Ricardo Zamora

Print Name: Ricardo Zamora

Date: 4/1/96

## **ATTACHMENT 5**



"The One to Call On"

January 8, 1997

David Young  
Director  
Regional Sales

Ms. Nancy Dalton  
SW Region Business Planning  
Vice President  
AT&T  
Suite 845  
5501 LBJ Freeway  
Dallas, TX 75240

Dear Nancy:

In response to your letter, dated December 20, 1996, SWB has reviewed your request for SWB to determine which licenses and/or right-to-use agreements between SWB and various suppliers would require separate licenses/right-to-use agreements between the vendor and AT&T. The list we provided on December 5, 1996, was for use by AT&T to contact each supplier and thereby determine whether or not separate agreements were necessary. SWB cannot determine the separate licenses and/or right-to-use agreements AT&T might need to secure. Therefore, we suggest that AT&T go directly to those involved suppliers to secure the information you are requesting.

Questions regarding this issue should be referred to Robert Bannecker, on 314-331-1448.

Sincerely

A handwritten signature in dark ink, appearing to read "Robert Bannecker".

Robert Bannecker for David E. Young

Regional Sales

cc: Gary Juhl  
Bob Bannecker  
Rich Fowler  
Dale Hartung  
Sharon Kadavi

B-E-21  
1010 Pine  
St. Louis, Missouri 63101

Phone 314 331-3814  
Fax 314 331-9402



## **ATTACHMENT 6**

**Southwestern Bell Telephone****"The One to Call On"**

January 8, 1997

**Gary A. Juhl, P.E.**  
Director-  
Competitive Assurance

**Ms. Nancy Dalton**  
SW Region Business Planning VP  
AT&T  
5501 LBJ Freeway, Suite 845  
Dallas, Texas 75240

Dear Nancy,

This is in response to your letter of December 20 and in follow-up to David Young's letter of January 8 concerning AT&T's request for additional information regarding SWBT right-to-use agreements with vendors.

Since this issue has also been discussed by the core negotiating team, I would like to provide some additional clarification. First, SWBT has verified that the list of vendors and agreements provided previously to AT&T is intended to be a list of "known and necessary" vendors with whom SWBT has intellectual property agreements. We have discovered that a few contracts were omitted from the original list. Therefore, attached hereto is an updated list which lists these additional contracts.

We do not believe we have the latitude to provide copies of the contract provisions you requested because of the proprietary nature of the contracts. We believe it is more appropriate for AT&T to contact the vendors directly to determine whether a separate licensing agreement is needed. As far as the vendor contact information you requested, in that this information changes frequently as the responsibility for contract administration is passed from one vendor employee to another, SWBT does not have current contact information for all vendors. By the same token, since the responsibility for administration of vendor contracts within SWBT is spread over a number of employees, SWBT does not have a centralized compilation (list) of such information. It seems to me that AT&T would know how to contact most, if not all, of the vendors in question. However, if you find that you are unable to do so as to certain vendors in this instance, please contact myself or Rich Fowler and we will attempt to assist you in obtaining contact information as to those particular vendors. Of course, in all subsequent instances, AT&T should continue to contact David Young in SWBT's Regional Sales organization.

One Bell Center  
Room 34-Y-01  
St. Louis, Missouri 63101

Phone (314) 235-1524  
FAX (314) 923-0841  
e-mail:  
g0812@swbqmhuh.sbc.com

JAN 9 '97 16:40

FROM SWBT 34TH FL-PLNG GRP

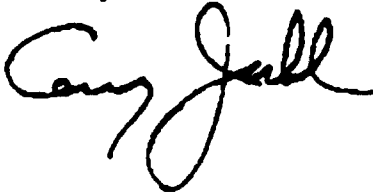
TO 09727782620

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Nancy, I have previously brought to your attention the fact that the initial list of SWBT vendor contracts was entered by AT&T into the public record in Texas last month, in apparent violation of AT&T's nondisclosure obligations. In spite of that, however, AT&T has entered the document into the public record a second time as an attachment to AT&T's Motion for Rehearing filed with the Texas PUC on January 8, 1997. This has heightened SWBT's concern as to whether AT&T intends to properly safeguard SWBT proprietary information. Therefore, I would appreciate it if you would respond in writing to provide AT&T's justification for making public the SWBT proprietary information in question in these two instances, as well as to provide assurance that AT&T intends, and has taken the necessary steps, to ensure that AT&T's responsibility to safeguard SWBT proprietary information will be fulfilled from this point forward.

We hope this clarification is useful to you, and we look forward to continuing our contract discussions in the near future.

Sincerely,



cc: David Young

**CONTRACTS FOR  
NETWORK ELEMENTS  
WITH SOFTWARE LICENSES OR RIGHT-TO-USE PROVISIONS  
UNBUNDLING OF NETWORK**

SUPPLIER	CONTRACT #	APPLICABLE NETWORK ELEMENTS
APERTUS TECHNOLOGIES, INC.	CBL0125	SUPPORT
APPLIED DIGITAL ACCESS	923004	TMAS TEST & PERFORMANCE MONITORING SYSTEM
APPLIED INNOVATION	922762	ALARM MONITORING COLLECTION EQUIPMENT
BEECHWOOD DATA SYSTEMS	921871	SOFTWARE CONTRACT FOR REMACOM INTERFACES WITH MARCH
BELLCORE	POST SALE	COSMOSWITCH, FACA, PEP8, FLEXCOM, LEACS, LDDF, MARCH, NMA, N808,
		OPRANE, PREDICTOR, PREDIUM, SEAS, SOAC, TIRIS, TROSEQ, WFAC/DODI, WMC
BELLCORE	917600228C	Broadband products (none purchased to date)
CISCO SYSTEMS INC.	CAB0400	Routers
COMATECH CORP	920027	MACSTAR OLINGR030 PLATFORM
DATACAP	922861	APRIL OSS SUPPORT/INCR 2405 PLATFORM
DIGITAL EQUIPMENT CORPORATION	93003F1	General agreement, data processing equipment, software and services
IOC	CAB000	Signalized related databases
ISCT CORPORATION	CBL000	SUPPORT
DYNASTY TECHNOLOGIES, INC.	920487	SUPPORT
ELECTRONIC DATA SYSTEMS	CBL000	OPERATIONS SUPPORT SYSTEM
ERICSSON	G1200F1	Local/remote switches, including software
ERICSSON	CAB00F0	Local/remote switches, including software
ERICSSON	CBL0F00	Local/remote switches, including software
FUJITSU	92000000	Network interface devices, local and tandem switching, interface transmission facilities, signaling and call-related database facilities
GENERAL DATA COMM	G1000F1	Modems
HERDMAN LAB	920000	REACT OBSERVING TEST/READING TEST ACCESS/TEST SYSTEMS
HEWLETT PACKARD	920000	MINI-RANGE COMPUTERS
HEWLETT PACKARD	920000	ACCESS/7 DATA COLLECTION MONITORING SYSTEM
IBM	92010700	Network interface elements
LOOP EXPERT TECHNOLOGIES, INC.	920000	PREDICTOR OSS/FP PLATFORM
LUCENT	C4114F0	Network interface devices, local and tandem switching, interface transmission facilities, signaling and call-related database facilities
LUCENT	C000000	Local/remote switches, including software
LUCENT	920031	PREDICTOR GENERIC 11
LUCENT	922001	OSS SOFTWARE MAINTENANCE SUPPORT
LUCENT	922072	TRAFFIC DATA MANAGEMENT SYSTEM (TDM) OSS
LUCENT	920000	MLT MIGRATION OSS
LUCENT	920100	PREDICTOR GENERIC 2
LUCENT	920100	PREDICTOR GENERIC 3
LUCENT	920101	PREDICTOR GENERIC 04-5
LUCENT	920173	PREDICTOR GENERIC 6

Southwestern Bell Proprietary

1/8/97

**CONTRACTS FOR  
NETWORK ELEMENTS  
WITH SOFTWARE LICENSES OR RIGHT-TO-USE PROVISIONS  
UNBUNDLING OF NETWORK**

SUPPLIER	CONTRACT #	APPLICABLE NETWORK ELEMENTS
LUCENT	803189	PREDICTOR GENERIC CO
LUCENT	803207	LMOS SEA TAPES
LUCENT	803213	MLT GENERIC 7
LUCENT	803217	MTS ERICSSON SWITCH
LUCENT	803221	MTS 2B SWITCH
LUCENT	803224	MLT SEA 3002
LUCENT	803227	MLT SEA FOR TDLAPOTS
LUCENT	803231	MTS 171A, SE & 2B SWITCH
LUCENT	803235	LMOS SEA GENERIC 6 A,B,C
LUCENT	803240	LMOS SEA HOST GENERIC 6
LUCENT	803260	LMOS HOPE
LUCENT	803263	MLT SEA GENERIC 6
LUCENT	803268	LMOS HCPE
LUCENT	80740084	MLT Sea tapes
LUCENT	807778	Local/tandem switches, including software
LUCENT	80800000	Functionality sold (AIN disk share)
LUCENT	80800002	Local loops, local/tandem switches, functionally sold to end user
LUCENT	8071300	Network interface devices; local and tandem switching; interoffice transmission facilities; signaling and call-related database facilities
ICR CORPORATION	8000870	QSS
NEC AMERICA	803381	DS1 Video
NEWBRIDGE	80800001	Network interface devices; local and tandem switching; interoffice transmission facilities; signaling and call-related database facilities
NORTEL	800418	Local tandem switches, including software
NORTEL	803307	Local tandem switches, including software
NORTEL	800434	Local tandem switches, including software
NORTEL	8042500	Local tandem switches, including software; operator services
NORTEL	801388	Operator services & directory assistance
NORTEL	800848	Operator services, director assistance
NORTEL	800706	Local/tandem switch
NORTEL	800808	Local/tandem switch
NORTEL	8011340	Local/tandem switch
NORTEL	8000000	Functionality sold (AIN disk share)
NORTEL	8007000	Operator services
NORTHERN TELECOM	8080348	OPERATIONS SUPPORT SYSTEM
WYNNEX	8080441	Network interface elements
ORACLE	8080100	ORACLE DATABASES

**CONTRACTS FOR  
NETWORK ELEMENTS  
WITH SOFTWARE LICENSES OR RIGHT-TO-USE PROVISIONS  
UNBUNDLING OF NETWORK**

SUPPLIER	CONTRACT #	DESCRIPTION OF APPLICABLE NETWORK ELEMENTS
PARGAN TECHNOLOGIES	C478FO	Hi bit rate digital subscriber line (HDSL)
PYRAMID TECHNOLOGIES	C074FO	General agreement, data processing equipment, software and services
SECURICOR TELESCENCES	001173	AMADIS BILLING SYSTEM/DATA SERVERS & COLLECTORS
STRATUS COMPUTER	C040427	NBA SYSTEM SOFTWARE & HARDWARE
SUN MICROSYSTEMS	000047	Mid-range computers
TANDEN COMPUTERS	C0774FO	FUNCTIONALITY SOLD DIRECTLY TO END USERS
TELECOM SOLUTIONS	C1718F1	ISDT Secured 7
TELLABS	C1001FO	Digital Cross Connect System
TRONCOM	001008	NCTE equipment
UNIBYTE CORP	C040107	HARDWARE & OPERATING SYSTEM & TOOLS SOFTWARE
VIDEOSERVER INC	000047	Multi-point control units (in process)
WESTELL	C1700FO	NCTE equipment
WILTRON	C1000FO	SMALL OFFICE TEST SYSTEMS

Deleted: World Wide Tech C2703FO